



COUNTY OF SAN LUIS OBISPO
DEPARTMENT OF GENERAL SERVICES

COUNTY GOVERNMENT CENTER • SAN LUIS OBISPO, CALIFORNIA 93408 • (805) 781-5200

DUANE P LEIB, DIRECTOR

REQUEST FOR PROPOSAL PS – 908

Facilities Based Enterprise ISP

November 30, 2005

The County of San Luis Obispo is currently soliciting proposals for a Facilities Based Enterprise Internet Service Provider (ISP).

Each proposal shall specify each and every item as set forth in the attached specifications. Any and all exceptions must be clearly stated in the proposal. Failure to set forth any item in the specifications without taking exception may be grounds for rejection. The County of San Luis Obispo reserves the right to reject all proposals and to waive any informalities.

If your firm is interested and qualified, please submit seven (7) printed copies and one (1) electronic copy of your proposal by close of business on January 13, 2006 to:

County of San Luis Obispo
Phill Haley Central Services
1087 Santa Rosa Street
San Luis Obispo, CA 93408

If you have any questions about the proposal process, please contact me. For technical questions and information contact Greg Bird at (805) 788-2302.

PHILL HALEY
Buyer - Central Services Division

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1 General Information

The vision of the County of San Luis Obispo Information Technology Department (ITD) is to establish a geographically dispersed, load-balanced, and redundant Internet connection for the County private Internetwork.

This RFP is being issued for the purposes of acquiring and/or identifying an appropriate ISP for use in the design, development, implementation, and maintenance of a multi-homed Internet access solution.

1.1 The County of San Luis Obispo

Of the current 58 California counties, San Luis Obispo County is one of only 11 original counties established in 1850. San Luis Obispo County has 22 departments and approximately 2,500 employees. Additional information about the County can be accessed via the Web at: www.co.slo.ca.us

1.2 County Information Technology Environment

A recent study established a strategic imperative to move towards a more distributed computing environment. However, all proposals will be reviewed regardless of their technology architecture. The County is standardized on Nortel networking products with some limited use of Cisco and IBM.

1.2.1 Wide Area Network

A wide area network (WAN) is provided over County-owned fiber optic and leased data circuits that are supported through the ITD network group and provides services to approximately 120 remote locations throughout the County. The network group supports frame relay, point-to-point DS1, 10/100 Mbps and 1000 Mbps Ethernet protocols. County-owned fiber is available geographically throughout the County; the County's plan has been to continue to convert to fiber and high-speed data communications on a regional/campus basis. Leased-line services are provided by local telecom vendors, although the need for services has been decreasing due to an increase in fiber availability. The County network provides virtual private network (VPN) capabilities that can support 500 concurrent users over IPSEC and PPTP protocols with 128-bit encryption. The County runs a fully certified demilitarized zone (DMZ) with redundant firewalls.

The majority of the County is based on a fiber network, which does not experience significant bandwidth issues; however, several remote departments are connected via T1 lines, which occasionally experience performance issues.

ITD is in the process of expanding central computing operating system capabilities to provide technical support for the County's extranet and to develop infrastructure to support Internet, intranet, and eGovernment needs.

1.2.2 Network Operating Systems

ITD-supported file/print and directory services are provided by Microsoft file servers and Active Directory. Almost all departments use Windows NT, Windows 2000, Windows 2003, and/or Linux to host their business applications.

1.2.3 Data Center Environment

The ITD Infrastructure Division is responsible for supporting an IBM mainframe, Microsoft local area network (LAN) servers, and a myriad of application-specific and hosted customer applications and servers.

The Data Center is staffed 24/5 by operators in a physically secure facility with uninterruptible power supply (UPS) power and generator backup. Operations staff provides support to the various hosts. Technical Support staff is available 7:00 a.m. to 5:00 p.m., Monday through Friday, to assist users with problems. Technical Support is also available after hours or on the weekend on an on-call basis.

1.2.4 Major County Applications

The County supports eight categories of major departmental applications. Most departments are exclusive to one category, while others have a mix of applications from each category. The County's department application categories are:

1. Custom Mainframe Applications – Mainframe with 3270 emulation and custom-developed applications supported by the ITD. The mainframe operates on the IBM S/390 Multiprise 3000 running z/VM 4.3 and Virtual Storage Extended (VSE)/Enterprise System Architecture (ESA) 2.6.1. DB2 for VSE, Version 7.1, is the database solution.
2. Custom PC/Mainframe Applications – Custom-developed supported by the ITD and/or distributed technical staff within the departments.
3. Custom PC Applications – Custom-developed supported by the ITD and/or distributed technical staff within the departments.
4. Custom Browser-Based Applications – Custom-developed, supported by the ITD and/or distributed technical staff within the departments.
5. Custom Mobile Applications – Custom-developed supported by the ITD and/or distributed technical staff within the departments.
6. Custom N-Tier Applications – Client/server (n-tier), custom-developed, supported by the ITD and/or distributed technical staff within the departments.

2 Local Vendor Preferences

The County of San Luis Obispo has established a local vendor preference. All informal and formal proposals for contracts will be evaluated with a 5% preference for local vendors except where State Law or other law or regulation precludes use of a local preference.

A "local" vendor will be approved as such when:

1. It conducts business in an office with a physical location within the County of San Luis Obispo
2. It holds a valid business license issued by the County of San Luis Obispo or a city within the County of San Luis Obispo
3. Business has been conducted in such a manner for not less than six (6) months prior to being able to receive the preference.

As of March 3, 1994 individual County Buyers evaluate Proposals considering the local vendor preference described above. The burden of proof will lie with Vendors relative to verification of "local" vendor preference. Should any questions arise, please contact Phill Haley at (805) 781- 5200. All prospective Vendors are encouraged to quote the lowest prices at which they are willing to furnish the items or services listed in County Request for Proposal.

All Vendors shall include in their proposal a completed and signed Local Preference Questionnaire. The Local Preference Questionnaire is found in Section 9.1 – Local Preference Questionnaire.

3 General Instructions

Vendors should read carefully the information contained herein and submit a complete response to all requirements and questions as directed.

Relevant portions of the vendor's response to this Request for Proposal (RFP) will become part of the agreement. Price quotations and other time dependent information contained in the response shall remain firm for a minimum of ninety days (90) from the RFP deadline date for submitting a response to the RFP.

All costs associated with the development of the Vendor's proposal, vendor demos, travel, or any other costs or expenses incurred prior to awarding a contract are at the expense of the proposing Vendor and will not be reimbursed by the County.

The proposal should be prepared simply and economically, providing a straightforward, concise description of Vendor's ability to meet the requirements of the RFP. Emphasis will be on completeness, clarity of content, responsiveness to the requirements, and an understanding of San Luis Obispo County's needs as presented in the Request for Proposal. Vendor's proposal should contain only information that directly responds to the RFP.

Proposals should expressly state the offer, including all pricing. Proposals shall remain in effect until the contract is awarded, or 90 days from the deadline for submitting proposals; whichever is later.

The required written and electronic copies of the proposal must be submitted via mail, recognized carrier, or hand delivered. Facsimile ("FAX") proposals or E-mail proposals are not acceptable as a replacement for delivering the required printed copies in response to this Request for Proposal.

The selected vendor will be asked to provide evidence that County insurance requirements have been met. A sample County Contract is contained in Appendix B to this RFP. In the Sample County Contract the insurance requirements are found in Exhibit D.

RFP responses and supporting documentation will become the property of San Luis Obispo County and will not be returned. San Luis Obispo County reserves the right to copy the materials for evaluation purposes.

The County reserves the right to reject any and all proposals. The County reserves the sole right to negotiate with any or all Vendors regarding their proposals. The County also reserves the right to select any vendor. It also reserves the right to meet with firms at any time to gather additional information. Furthermore, the County reserves the right to delete, modify or add terms up until the final contract acceptance.

San Luis Obispo County is under no obligation to award this project to the proposal that represents the lowest cost. The selection committee will make recommendations based on the selection criteria described in Section 6, Vendor Selection Criteria.

4 Tentative Schedule of Events

Date	Event
11/30/2005	RFP Release Date
12/9/2005	Questions Due From Vendors
12/16/2005	Vendor's Questions Answered & Posted on Web
1/13/2005	Proposals Due (Close of Business)
1/27/2005	Vendor Screening Process Complete
1/30/2005	Vendor Selected

5 Question and Answer Process

Questions regarding this proposal process, project scope, and other RFP content should be submitted promptly, must be submitted in writing, and received by the County via email, recognized carrier, fax, or hand delivered no later than 5:00 p.m. Pacific on **December 9, 2005**. If a vendor contacts the County with an inquiry, the county reserves the right to contact the vendor to seek clarification of any inquiry received. The topic of the inquiry and the response will be summarized and placed on the public Internet.

5.1 What to include in an inquiry (question):

1. Your name, name of your firm, mailing address, area code/telephone number, email address, and fax number.
2. A description of the subject or issue in question or discrepancy found.
3. The RFP section and page number or other information useful in identifying the specific subject or issue in question.
4. Remedy sought, if any.

5.2 Question Deadline

Vendors are encouraged to submit written inquiries about the RFP. However, the County reserves the right not to respond. Regardless of delivery method, written inquiries must be received no later than 5:00 p.m. on **December 9, 2005**.

5.2.1 Submit inquiries using one of the following methods:

U.S. Mail, Hand Delivery, or Overnight Express:	Fax:	Email:
Questions RFP PS - 908 County of San Luis Obispo Central Services Division 1087 Santa Rosa Street San Luis Obispo, CA 93408	Questions RFP PS - 908 County of San Luis Obispo Central Services Division Attn: Phill Haley Fax: (805) 781-1074	Questions RFP PS - 908 Attn: Phil Haley Email: fbeisp@co.slo.ca.us

To confirm the receipt of all faxed materials, call the County of San Luis Obispo, Central Services Division at (805) 781-5200 and state that you wish to confirm your faxed transmission.

5.3 Written Inquiries

Vendors shall submit all inquiries in writing. If the County contacts a vendor to clarify an inquiry, the county's posted summary and answer shall be controlling as to any oral portions of the discussion. No inference should be drawn from any question the County does not respond to in writing.

5.4 Answer Posting

Inquiries and their response will be posted (anonymously) on the County Central Services Division Internet website at: <http://www.countyofslo.org/fbeisp>. The County reserves the right to determine the appropriateness of comments and questions that will be posted on the website.

6 Vendor Selection Criteria

The County will evaluate proposals using the factors described below. ***Proposals that are late, that do not comply with mandatory proposal instructions or those that take exceptions to mandatory requirements will be eliminated without further consideration.*** Proposals from vendors who are on a State or Federal Barment list will not be considered. All other proposals conforming to RFP submittal requirements will be given a thorough and objective review, based on the following criteria:

- Quality, attention to detail, and understanding of project scope as provided in the proposal.
- Local Preference Questionnaire response.
- An evaluation of Company Background. The County may request further information regarding the financial stability of the vendor.
- Reference checks and possible site visits.
- A consideration of the value offered in the cost proposal.
- An evaluation of completed Requirements Matrix.
- An evaluation of project implementation plan.
- Consideration of maintenance and support proposed.

7 Vendor Notification

The County anticipates reviewing all proposals and developing a list of the top finalists. All vendors will be notified simultaneously in writing regarding their status during each of these stages. The County is under no obligation to explain why a vendor was or was not selected as a finalist. The County reserves the right to go back and talk with any vendor at any time.

The final vendor will be selected based upon the selection criteria listed above and on follow up conversations with the finalists. Upon the conclusion of the finalist process, the County may reject all proposals, or enter into a contract with the selected finalist.

8 Project Scope

The goal of this project is to request a Facilities Based Enterprise ISP that can provide Internet access to the County of San Luis Obispo at the Government campus in downtown San Luis Obispo, California.

8.1 Business Requirement Environment

8.1.1 Problem Definition

The County of San Luis Obispo currently has a single ISP for Internet access, and a single point of connectivity to that ISP. The County depends on the Internet for e-mail, VPN based remote access, public access to information, and other Internet-based services for County business. This single point of failure would have a significant impact on normal County business processes for all departments.

The current County Internet connection bandwidth is reaching capacity for County Internet use, which presents a geographic single point of failure for Internet access. The County is seeking to both increase its production Internet bandwidth and build in fault tolerance.

Specifically, this RFP seeks the following:

- Facilities-based Enterprise ISP in the San Luis Obispo area who can meet or exceed the requirements detailed in this RFP.

8.1.2 Project Goals and Objectives

Candidate ISPs must meet the requirements specified below. The County of San Luis Obispo is open to alternative concepts for solutions that meet these requirements.

This RFP seeks a vendor capable of providing a fully dedicated non-shared network as well as other approaches that could meet the functional requirements with additional connectivity paths that may exist.

Respondents are encouraged to provide information about any alternatives that can be demonstrated to be immune from the kinds of disruptions described in section 8.2.

8.2 Business (Functional) Requirements

The proposing vendor must include narrative responses to each of the following business requirements in their proposal's section called "Proposed Technical Solution", section 9.7.

8.2.1 Vendor Stability and Maturity

Selected vendor should be an established Facilities Based Enterprise ISP with a documented history of providing Enterprise Internet access solutions to Government and/or nonprofit organizations.

- The ISP must be able to service enterprise customers, being able to provide 10 Megabits per second (Mbps) or greater sustained bandwidth to service Internet access for an entire organization of 3000 plus users.
- The ISP must be facilities-based and have a physical point of presence (POP) that has the infrastructure needed to provide Internet access in San Luis Obispo, California.

- The ISP must own their equipment and cannot be hybrid or a combination facilities-based and non facilities-based.
 - The existing SBC infrastructure cannot be used.

8.2.2 Proof of Solution Maturity

The selected vendor will have a proven track record of successfully providing Internet access for organizations of a similar type and size to the County of San Luis Obispo.

- Other requirements not directly related to physical network and services, such as security policies, network equipment requirements, network capacities, service level agreements, and other important considerations will be addressed at a later date.
- The ISP must have in use a registered Autonomous System Number (ASN) from The American Registry for Internet Numbers (ARIN), and be able to peer with the County for network routing with Border Gateway Protocol (BGP).
 - ISP must be willing to accept reasonable BGP address announcements from the County.
 - Detailed IP routing requirements will be addressed at a later date.

8.2.3 Vendor Fiber Optic Network

Locally, the ISP must operate a protected fiber ring, so that a fiber cut will not impact Internet access on the ISP's local network. The County understands that the point from the fiber interconnect to the point of demarcation is not redundant or protected.

- The ISP must be able to hand off to the County, native Ethernet (IEEE 802.3) data-link layer services.
- The ISP must be able run new fiber to the Information Technology Department (ITD) computer room located in the Old Courthouse Building located at 976 Osos Street, San Luis Obispo, California.
 - Alternatively, the ISP can interconnect to the County fiber network if both networks cross paths at or near the County splice point, located at the intersection of Walnut and Osos Streets in San Luis Obispo, California.
- The ISP must own their fiber backbone, and not share or lease fiber from any other telecommunications carrier in the geographic area supporting the County.
- The ISP cannot lease fiber from another carrier in order to interconnect their fiber with the County network.
 - The ISP must be immune from network outages on other telecommunication carrier backbone networks in the San Luis Obispo area.

8.2.4 Maintenance and Support

The selected vendor must have, at minimum, the following levels of maintenance and support capabilities: toll free 24-hour telephone support, dedicated technical contact at Network Operations Center (NOC), automated support incident tracking system accessible from the

Web, and trouble escalation channels within vendor organization.

8.3 Requirements Matrix (Technical Requirements)

Please refer to Appendix A for the mandatory Requirements Matrix table.

8.4 Legal Requirements

The vendor must agree with and initial the indemnification and insurance sections of the Sample Contract in Appendix B - under Exhibit A – General Conditions, sections 6 and 7. The County understands the shift in risk may have associated costs. If necessary, please include these in the cost proposal.

9 Proposal Submission Format

Vendors are required to follow the proposal format specified in this section of the RFP. All of the items listed in this section must appear in the submitted proposal in the order shown here. If an item listed here does not apply to the proposal, include the section with a statement of nonapplicability. ***Non-conformance to this designated format may be considered grounds for disqualifying proposals.***

9.1 Local Preference Questionnaire

(Next Page)

TO: ALL PROSPECTIVE PROPOSERS
SUBJECT: LOCAL PROPOSERS PREFERENCE

The County of San Luis Obispo has established a local vendor preference. All informal and formal Requests for Proposals for contracts will be evaluated with a 5% preference for local vendors. Note the following exceptions:

1. Those contracts which State Law or, other law or regulation precludes this local preference.
2. Public works construction projects.

A "local" vendor will be approved as such when, 1) It conducts business in an office with a physical location within the County of San Luis Obispo; 2) It holds a valid business license issued by the County or a city within the County; and 3) Business has been conducted in such a manner for not less than six (6) months prior to being able to receive the preference.

As of March 3, 1994 individual County Buyers evaluate RFP's (Request for Proposals) considering the local vendor preference described above. The burden of proof will lie with proposers relative to verification of "local" vendor preference.

Should any questions arise, please contact a buyer at (805) 781-5200. All prospective proposers are encouraged to quote the lowest prices at which you can furnish the items or services listed in County proposals.

Local Vendor Preference Questionnaire	YES	NO
Do you claim local vendor preference?		
Do you conduct business in an office with a physical location within the County of San Luis Obispo?		
Business Address:		
Months at this Address:		
Does your business hold a valid business license issued by the County or a City within the County?		
Name of Local Agency which issued license:		
Business Name: _____		
Authorized Individual: _____ Title: _____		
Signature: _____ Dated: _____		

9.2 Offer Letter

Vendors must include a letter signed by a representative authorized to commit the proposing entity in contractual matters which includes:

- A statement that your company meets the “Must Have” requirements outlined in Appendix A, - Requirements Matrix
- A statement that your company will perform the fiber-optic construction, provide Internet access, and abide by the terms and conditions stated in the Request for Proposal and Vendor Response.
- The offer letter must contain the following statement, “Vendor expressly acknowledges that we have read the indemnification and insurance provisions in Sample Contract Exhibit D and will comply with all terms and conditions as written. [] Initials”.
- A specification of who should be contacted in follow-up to your response along with their contact information.

9.3 Executive Summary

Vendors must include an Executive Summary. This part of the response to the RFP should be limited to a brief narrative highlighting the vendor’s proposal. The summary should contain as little technical jargon as possible and should be oriented toward non-technical personnel. Please include any benefits your company has over your competitors.

9.4 Proposing Vendor’s Company Background

Vendor must provide their response to the following statements and questions in this section of their proposal.

1. Name of Company.
2. Name of Parent Company if applicable.
3. Company website address.
4. Address of vendor location that will service this account.
5. Number of years the company has been in business.
6. Number of years the company has been providing Enterprise Internet access.
7. Is your corporation a California corporation? If you are a non-California corporation, is your corporation registered with the California Secretary of State to do business in California?

8. Does your company have a California street address and telephone number for purposes of Service of Process? If so, please provide the name, address, and telephone number.
9. Gross revenue for the prior fiscal year (in US dollars). Provide in parenthesis () the percentage of gross revenue generated by implementation and licensing of your proposed software.
10. Is your organization anticipating any expansion or re-organization within the next year or two? If yes, please describe this.
11. How many employees are in your company?
12. How many Level support engineers work in your NOC?
13. How many customers (individual organizations) do you currently provide Internet services to?
14. Is your corporation listed on a Government Barment list?

9.5 Proposing Vendor Local ISP Facility

1. Briefly describe your company's facility or POP in San Luis Obispo.
2. What type of equipment would be used to provide Ethernet line services to the County as well as the equipment that would be required at the point of demarcation?
3. Describe the reliability and availability of the customer-facing switch or router.
4. Give examples of types of customers this facility is currently servicing for Internet access using the same or very similar infrastructure.

9.6 Proposing ISP Fiber Optic Network

1. Briefly describe the carrier network that is owned and operated by the ISP for providing enterprise services to customers.
2. What steps have been taken to ensure the network's reliability and availability for Internet access?

9.7 Proposed Technical Solution

1. Please provide details on how your ISP could meet or exceed the requirements listed out in this RFP. Include details about the fiber interconnect, Ethernet hand-off, and provide cost and schedule estimates.
2. Please describe any assets your ISP has that exceed the requirements described in this RFP.

9.8 Proposed Conceptual Alternatives

1. Briefly describe how your company can meet the requirements through alternative solutions, if any, such as alternative connectivity paths.

9.9 Proposing Vendor Additional Comments

1. Please provide any other materials, suggestions, and comments you deem appropriate.

9.10 References and On-Site Visits

Provide at least 3 customer references. References from other California Counties are preferred. The County may be interested in making on-site visits to vendor facilities.

10 Cost Proposal

The proposed project costs must be quoted according to the following format. This table breaks down the costs associated with the proposed solution. When the selected vendor enters into contract negotiations the County has the right to select one or more of these line items in any combination to meet the needs of this project.

Cost Proposal (Example)		
Description	Price	Total
Fiber Construction Costs (including splicing)	\$0.00	\$0.00
Installation Costs	\$0.00	\$0.00
Equipment Costs	\$0.00	\$0.00
Monthly Internet Services Cost per service level -Provide cost matrix for available bandwidth levels.	\$0.00	\$0.00
Other one-time costs (if any)	\$0.00	\$0.00
Total		\$0.00

Appendix A – Requirements Matrix (Technical Requirements)

Code	Requirement Title	Requirement Description	Must Have	Included Y/N/C	Vendor Response Comments
1.00	Corporation				
1.10	Business License	Licensed in state of California?	Y		
1.20	Business Address	California Street Address?	Y		
2.00	Facility				
2.10	POP	Local to SLO CA?	Y		
2.20	POP	Facilities Based?	Y		
3.00	Fiber Optic Network				
3.10	Fiber backbone	Vendor must own and not lease fiber from other Carriers as part of proposed solution.	Y		
3.20	Fiber Ring	Local Protected Ring?	Y		
3.30	Fiber Interconnect	Vendor connection to County IT building through interconnect or new fiber run.	Y		
4.00	Internet Services				
4.20	Media requirements	Fiber-Optic	Y		
4.30	Data-Link Layer handoff	IEEE 802.3 CSMA/CD (ETHERNET)	Y		
4.10	Bandwidth requirements	10 Mbps or greater	Y		
4.20	BGP	Registered ASN from ARIN	Y		

Appendix B – Sample County Contract

CONTRACT

FOR

INFORMATION TECHNOLOGY SOLUTION

THIS CONTRACT is made and entered into by and between the County of San Luis Obispo ("County"), a public entity in the State of California, and [VENDOR_NAME], a [STATE] Corporation ("Vendor" or "Contractor").

WITNESSETH:

WHEREAS, County is in need of certain special computing systems hardware and components, maintenance and support services; and

WHEREAS, Contractor has qualified staff who are trained, experienced, expert and competent to provide special maintenance, support, training and professional consulting services for the appropriate fees and the terms and conditions hereinafter set forth; and

WHEREAS, Contractor has different skills and products than can be produced by County civil service; and

WHEREAS, in accordance with Government Code 31000 special administrative services may be contracted; and

WHEREAS, the purpose of this contract is to provide a comprehensive information technology solution for County departments, a special administrative service;

NOW THEREFORE, in consideration of the covenants, conditions, agreements, and stipulations set forth herein, the parties hereby agree that Contractor shall perform the services described herein for the compensation set forth herein, subject to the terms and conditions set forth herein.

1. **Scope of Work.** Parties agree to provide the Scope of Work set forth in Exhibit A, attached hereto and incorporated herein by reference as if set forth in full at this point.
2. **Compensation.** Parties agree to provide the Compensation set forth in Exhibit B, attached hereto and incorporated herein by reference as if set forth in full at this point.
3. **Duration.** Parties agree to provide the Duration set forth in Exhibit C, attached hereto and incorporated herein by reference as if set forth in full at this point.
4. **General Conditions.** Parties agree to provide the General Conditions set forth in Exhibit D, attached hereto and incorporated herein by reference as if set forth in full at this point.
5. **Special Conditions.** Parties agree to provide the Special Conditions set forth in Exhibit E, attached hereto and incorporated herein by reference as if set forth in full at this point. To the extent there are conflicts between the general conditions in Exhibit D "General Conditions" and the special conditions in Exhibit E "Special Conditions", the terms and conditions of the special conditions in Exhibit E "Special Conditions" shall be controlling.

COUNTY
 Janette Pell
 Chief Information Officer
 County of San Luis Obispo
 Information Technology Department
 County Government Center Room 400
 San Luis Obispo, CA 93408

CONTRACTOR
 Contact Name
 Title
 Company Name
 Mailing Address Line 1
 Mailing Address Line 2
 City, ST Zip

IN WITNESS WHEREOF, the parties have executed this agreement as of the date set forth below.

Nothing further follows except signatures.//

CONTRACTOR:

[VENDOR NAME]

A [STATE] Corporation

By: _____
 Typed Name
 President

 Date

NOTARIZATION

STATE OF _____)

) SS.

COUNTY OF _____)

On _____ before me, (here insert name and title of the officer), personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

(SEAL)

 Notary Public
 My Commission Expires: _____

COUNTY:

COUNTY OF SAN LUIS OBISPO
A Public Entity in the State of California

COUNTY COUNSEL:
Approved as to form and legal effect.

JAMES B. LINDHOLM, Jr.
County Counsel

By: _____ Date _____
Deputy County Counsel

COUNTY OF SAN LUIS OBISPO
A Public Entity in the State of California

By: _____ Date _____
Purchasing Agent

EXHIBIT A – SCOPE OF WORK

To be added after responses to RFP are submitted.

EXHIBIT B – COMPENSATION

1. Maximum Compensation Amount. The maximum amount of this contract shall not exceed \$xxx,xxx.xx .
 - 1.1. Licenses, services, ... are included in the pricing above.
2. Billing.
 - 2.1. Deliverables will be tested for effectiveness. The County will provide written certification and acceptance prior to invoicing by Contractor.
 - 2.2. Ten (10) days after the County has provided written certification and acceptance, Contractor shall submit itemized invoices to the County for the approved work. The County will pay the approved amount within thirty (30) days of receiving an approved invoice.

EXHIBIT C – DURATION

1. Effective Date. This contract shall be effective as of the date of the signature of the County. The County shall be the last to sign this contract.
2. Term. Unless terminated earlier, pursuant to the provisions of this contract, the term of this contract shall be from its effective date until Month DD, YYYY.

EXHIBIT D – GENERAL CONDITIONS

1. Status of the Parties' Officers/Employees/Agents. Contractor, its officers, agents, employees, contractors and subcontractors, shall at all times during this contract be independent contractors. Neither party's officers, employees, agents, partners, other contractors or subcontractors shall be deemed to be employees of the other party at any time. Nothing in this contract shall be construed as creating a civil service employer-employee relationship, partnership or a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this contract; provided always, however that the services to be provided by Contractor shall be provided in a manner consistent with all applicable standards and regulations governing such services. No officer, employee, agent, partner, other contractor or subcontractor of the other party shall be eligible for membership in or any benefits from any County group plan for hospital, surgical, or medical insurance, or for membership in any County retirement program, paid vacation, paid sick leave, other leave, with or without pay, collective bargaining rights, grievance procedures, appeals to the Civil Service Commission or any other benefits which inure to or accrue to a County civil service employee. The only performance and rights due the other party are those specifically stated in this contract or existing as a matter of law.
2. Non-Assignment of Contract: Inasmuch as this contract is intended to secure the specialized services of the Contractor, Contractor shall not delegate its obligations under this contract and shall not assign or otherwise transfer its rights under this contract or any interest therein without

notifying and providing a copy to the County. This notice to the County must be in writing. County shall have the right to disapprove an unreasonable request.

3. Warranty of Professional Services. Each party warrants that to the extent trained, professional staff is necessary to perform this contract that the staff members will at all times be properly trained, certified and licensed under the laws and regulations of the State of California to provide the special services herein described. If either party is not reasonably able to provide qualified personnel to perform its obligations hereunder, the other party may, at its sole discretion, immediately terminate this contract for cause upon written notice. Rights or obligations of either party for services satisfactorily performed prior to the termination shall not be affected.
4. Authority. Any individual executing this contract on behalf of Contractor represents and warrants that he or she is duly authorized to execute and deliver this contract on behalf of the Contractor, and that this contract is binding upon said Contractor in accordance with its terms.
5. Termination for Convenience. Either party may terminate this contract at any time by giving the other party thirty (30) days written notice of termination. Termination for convenience shall have no effect upon the rights and obligations of the parties arising out of any services provided occurring prior to the effective date of such termination. Contractor shall be paid for all work satisfactorily completed prior to the effective date of termination.
6. Termination for Cause. If any of the following occur, either party shall have the right to terminate this contract effective immediately upon giving written notice to the other party. Rights or obligations of either party for services satisfactorily performed prior to the termination shall not be affected.
 - 6.1. Either party has failed to perform its duties in a timely and professional manner, and has not cured such failure within two working days after having received written notice thereof.

Funds intended for use for compensation in this contract become unavailable for use for the purposes of this contract.

7. Indemnification.

Contractor shall defend, indemnify and hold harmless the County, its officers and employees from all claims, demands, damages, costs, expenses, judgments, attorney fees, liabilities or other losses that may be asserted by any person or entity, and that arise out of or are made in connection with the acts or omissions relating to the performance of any duty, obligation, or work hereunder. The obligation to indemnify shall be effective and shall extend to all such claims and losses, in their entirety, even when such claims or losses arise from the comparative negligence of the County, its officers and employees. However, this indemnity will not extend to any claims or losses arising out of the sole negligence or willful misconduct of the County, its officers and employees.

The preceding paragraph applies to any theory of recovery relating to said act or omission, by the Contractor, or its agents, employees, or other independent contractors directly responsible to Contractor including, but not limited to the following:

- 7.1. Violation of statute, ordinance, or regulation.
- 7.2. Professional malpractice.
- 7.3. Willful, intentional or other wrongful acts, or failures to act.

- 7.4. Negligence or recklessness.
- 7.5. Furnishing of defective or dangerous products.
- 7.6. Premises liability.
- 7.7. Strict Liability.
- 7.8. Violation of civil rights.
- 7.9. Violation of any federal or state statute, regulation, or ruling resulting in a determination by the Internal Revenue Service, California Franchise Tax Board or any other California public entity responsible for collecting payroll taxes, when the Contractor is not an independent contractor.

It is the intent of the parties to provide the County the fullest indemnification, defense, and hold harmless rights allowed under the law. If any word(s) contained herein are deemed by a court to be in contravention of applicable law, said word(s) shall be severed from this contract and the remaining language shall be given full force and effect.

7. Insurance.

Contractor, at its sole cost and expense, shall purchase and maintain the insurance policies set forth below on all of its operations under this contract. Such policies shall be maintained for the full term of this contract and the related warranty period (if applicable) and shall provide products/completed operations coverage for four (4) years following completion of Contractor's work under this contract and acceptance by the County. Any failure to comply with reporting provisions(s) of the policies referred to above shall not affect coverage provided to the County, its officers, employees, volunteers and agents. For purposes of the insurance policies required hereunder, the term "County" shall include officers, employees, volunteers and agents of the County of San Luis Obispo, California, individually or collectively.

7.1. **MINIMUM SCOPE AND LIMITS OF REQUIRED INSURANCE POLICIES**

The following policies shall be maintained with insurers authorized to do business in the State of California and shall be issued under forms of policies satisfactory to the County:

a. **COMMERCIAL GENERAL LIABILITY INSURANCE POLICY ("CGL")**

Policy shall include coverage at least as broad as set forth in Insurance Services Office (herein "ISO") Commercial General Liability coverage. (Occurrence Form CG 0001) with policy limits not less than the following:

\$1,000,000 each occurrence (combined single limit);

\$1,000,000 for personal injury liability;

\$1,000,000 general aggregate.

The general aggregate limits shall apply separately to Contractor's work under this contract.

b. **BUSINESS AUTOMOBILE LIABILITY POLICY ("BAL")**

Policy shall include coverage at least as broad as set forth in Insurance Services Office Business Automobile Liability Coverage, Code 1 "Any Auto" (Form CA 0001). This policy shall include a minimum combined single limit of not less than One-million (\$1,000,000) dollars for each accident, for bodily injury and/or property damage. Such policy shall be applicable to vehicles used in

pursuit of any of the activities associated with this contract. Contractor shall not provide a Comprehensive Automobile Liability policy which specifically lists scheduled vehicles without the express written consent of County.

c. **WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY ("WC / EL")**

This policy shall include at least the following coverages and policy limits:

1. Workers' Compensation insurance as required by the laws of the State of California; and
2. Employer's Liability Insurance Coverage B with coverage amount not less than one-million (\$1,000,000) dollars each accident / Bodily Injury (herein "BI"); one-million (\$1,000,000) dollars policy limit BI by disease; and, one-million (\$1,000,000) dollars each employee BI disease.

d. **PROFESSIONAL LIABILITY INSURANCE POLICY ("PL")**

This policy shall cover damages, liabilities, and costs incurred as a result of Contractor's professional errors and omissions or malpractice. This policy shall include a coverage limit of at least One-Million Dollars (\$1,000,000) per claim, including the annual aggregate for all claims (such coverage shall apply during the performance of the services under this contract and for two (2) years thereafter with respect to incidents which occur during the performance of this contract). Contractor shall notify the County if any annual aggregate is eroded by more than seventy-five percent (75%) in any given year.

7.2. **DEDUCTIBLES AND SELF-INSURANCE RETENTIONS**

Any deductibles and/or self-insured retentions which apply to any of the insurance policies referred to above shall be declared in writing by Contractor and approved by the County before work is begun pursuant to this contract. At the option of the County, Contractor shall either reduce or eliminate such deductibles or self-insured retentions as respect the County, its officers, employees, volunteers and agents, or shall provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claim administration, and/or defense expenses.

7.3. **ENDORSEMENTS**

All of the following clauses and endorsements, or similar provisions, are required to be made a part of insurance policies indicated in parentheses below:

- a. A "Cross Liability", "Severability of Interest" or "Separation of Insureds" clause (CGL & BAL);
- b. The County of San Luis Obispo, its officers, employees, volunteers and agents are hereby added as additional insureds with respect to all liabilities arising out of Contractor's performance of work under this contract (CGL & BAL);
- c. If the insurance policy covers an "accident" basis, it must be changed to "occurrence" (CGL & BAL)
- d. This policy shall be considered primary insurance with respect to any other valid and collectible insurance County may possess, including any self-insured retention County may have, and any other insurance County does possess shall be considered excess insurance only and shall not be called upon to contribute to this insurance (CGL, BAL, & PL);
- e. No cancellation or non-renewal of this policy, or reduction of coverage afforded under the policy, shall be effective until written notice has been given at least

- thirty (30) days prior to the effective date of such reduction or cancellation to County at the address set forth below (CGL, BAL, WC /EL & PL);
- f. Contractor and its insurers shall agree to waive all rights of subrogation against the County, its officers, employees, volunteers and agents for any loss arising under this contract (CGL); and
 - g. Deductibles and self-insured retentions must be declared (All Policies).

7.4. ABSENCE OF INSURANCE COVERAGE

County may direct Contractor to immediately cease all activities with respect to this contract if it determines that Contractor fails to carry, in full force and effect, all insurance policies with coverages at or above the limits specified in this contract. Any delays or expense caused due to stopping of work and change of insurance shall be considered Contractor's delay and expense. At the County's discretion, under conditions of lapse, the County may purchase appropriate insurance and charge all costs related to such policy to Contractor.

7.5. PROOF OF INSURANCE COVERAGE AND COVERAGE VERIFICATION

Prior to commencement of work under this contract, and annually thereafter for the term of this contract, Contractor, or each of Contractor's insurance brokers or companies, shall provide County a current copy of a Certificate of Insurance, on an Accord or similar form, which includes complete policy coverage verification, as evidence of the stipulated coverages. The County of San Luis Obispo shall be an additional named insured. All of the insurance companies providing insurance for Contractor shall have, and provide evidence of, a Best Rating Service rate of A VI or above. Upon request, the County of San Luis Obispo is entitled to receive a copy of the whole policy and not just the "face sheet." The Certificate of Insurance and coverage verification and all other notices related to cancellation or non-renewal shall be mailed to:

Janette Pell
Chief Information Officer
County of San Luis Obispo
Information Technology Department
County Government Center, Room 400
San Luis Obispo, CA 93408

- 8. The parties expressly agree that the indemnification and insurance clauses in this contract are an integrated part of the performance exchanged in this contract. The compensation in this Contract includes compensation for the risks transferred to Contractor by the indemnification and insurance clauses.
- 9. If Contractor fails or refuses to procure or maintain the insurance required by this paragraph or fails or refuses to furnish County with required proof that insurance has been procured and is in force and paid for, County shall have the right, at County's election, to forthwith terminate the contract.
- 10. Records.
 - A. Contractor shall keep complete and accurate records for the services performed pursuant to this contract and any records required by law or government regulation and shall make such records available to County upon request.

- B. Contractor shall assure the confidentiality of any records that are required by law to be so maintained. County and Contractor mutually agree to maintain as confidential all proprietary information which they may become aware of as a result of installing and maintaining the system or being on County premises in connection with installation, maintenance or training.
- C. Contractor shall prepare and forward such additional or supplemental records as County may reasonably request.

6. Accounting.

Contractor shall maintain accounting records in accordance with generally accepted accounting principles. Contractor shall obtain the services of a qualified bookkeeper or accountant to ensure that accounting records meet this requirement.

Contractor shall maintain acceptable books of accounts which include, but are not limited to, a general ledger, cash receipts journal, cash disbursements journal, general journal and payroll journal.

Contractor shall record costs in a cost accounting system that clearly identifies the source of all costs. Contract costs shall not be co-mingled with other project costs, but shall be directly traceable to contract billings to County.

The use of worksheets to produce billings shall be kept to a minimum. If worksheets are used to produce billings, all entries should be documented and clearly traceable to Contractor's cost accounting records.

All accounting records and supporting documentation shall be retained for a minimum of five (5) years or until any audit findings are resolved, whichever is later. Contractor shall safeguard the accounting records and supporting documentation.

Contractor shall make accounting records and supporting documentation available on demand to County for inspection and audit. Disallowed costs shall be repaid to County. County may require at its own expense, an audit of Contractor's accounting records to be conducted by an accountant licensed by the State of California. The audit shall be presented to the County Auditor-Controller within thirty (30) days after completion of the audit.

12. Cost Disclosure.

Pursuant to Government Code section 7550, if the total cost of this contract is over \$5,000, Contractor shall include in all final documents and in all written reports submitted a written summary of costs, which shall set forth the numbers and dollar amounts of all contracts and sub-contracts relating to the preparation of such documentation or written report. The contract and sub-contract numbers and dollar amounts shall be contained in a separate section of such document or written report.

13. No Assignment of Contract.

Neither party may delegate its rights or obligations under this contract and shall not assign or otherwise transfer its rights or obligations or any interest herein without the express prior written consent of the other party. Any attempted assignment, transfer, delegation, hypothecation or subletting without the other party's prior written consent shall be null and void.

14. Applicable Law and Venue.

This contract has been executed and delivered in the State of California and covers services to be performed in California. The parties agree that issues of validity, interpretation and enforcement shall be governed and determined by the laws of the State of California. All of the parties' rights and obligations created hereunder shall be

performed in the County of San Luis Obispo, State of California and such County shall be the venue for any action or proceeding that may be brought, or arise out of, this contract.

15. Severability.

The invalidity of any provision of this contract shall not affect the validity or enforcement of any other provision of this contract.

16. Entire Contract and Modifications. This contract supersedes all previous contracts on the same subject and constitutes the entire understanding of the parties hereto. No changes, amendments or alterations shall be effective or binding unless in writing and signed in advance of the effective date by both parties.

EXHIBIT E – SPECIAL CONDITIONS

Text here...